



Serial No. 03 & 05
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 301 of 2026 with
WP(C) No. 282 of 2026

Date of Decision: 07.07.2026

WP(C) No. 301 of 2026

Shri. Pristerwell Ropmay
Aged about 59 years
S/o (L) M. Laitstep

:::Writ Petitioner

-Vs-

1.North Eastern Electric Power Corporation
Limited (NEEPCO), represented by its
Managing Director

2.Board of Directors, North Eastern Electric
Power Corporation (NEEPCO), Shillong

3.Company Secretary, North Eastern Electric
Power Corporation (NEEPCO), Shillong

4.Director of Finance, North Eastern Electric
Power Corporation Ltd. (NEEPCO), Guwahati

5.Deputy General Manager (HR) North Eastern
Electric Power Corporation Ltd. (NEEPCO)

6.Sr. Manager (Fin) Funds & E
NEEPCO, Shillong

7.Executive Director (Finance)
NEEPCO, Shillong

:::Respondents



WP(C) No. 282 of 2026

Shri. Pristerwell Ropmay
Aged about 59 years
S/o (L) M. Laitstep

:::Writ Petitioner

-Vs-

1.North Eastern Electric Power Corporation
Limited (NEEPCO), represented by its
Managing Director

2.Director of Finance, North Eastern Electric
Power Corporation Ltd. (NEEPCO), Guwahati

3.Deputy General Manager (HR) North Eastern
Electric Power Corporation Ltd. (NEEPCO)

:::Respondents

Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Petitioner/Appellant(s) : Mr. H.L. Shangreiso, Sr. Adv. with
Mr. W. Khongsni, Adv.

For the Respondent(s) : Mr. V.K. Jindal, Sr. Adv. with
Mr. S. Goenka, Adv.

i) Whether approved for reporting in Law journals etc.: Yes/No

ii) Whether approved for publication in press: Yes/No



JUDGMENT AND ORDER (ORAL)

1. These two writ petitions stemming from one cause of action are being disposed of by this common judgment and order. The facts briefly put are that the writ petitioner serving as an Assistant Manager (Finance) in the North Eastern Electric Power Corporation Limited (NEEPCO), has put a challenge to the transfer order dated 11.06.2026, whereby he has been transferred from NEEPCO Corporate Headquarters, Shillong, to the Corporate Accounts Wing at Guwahati, which he contends is against the NEEPCO's Transfer Policy dated 08.05.2017. In the first writ petition i.e. WP(C) No. 282 of 2026, reference has been made to Clause 11.7 of the Transfer Policy which provides that employees due for superannuation within 2(two) years shall normally be considered for posting at a location of their choice, or nearest to their hometown. The petitioner being within the said zone as he is due to retire within 2(two) years, had submitted a representation seeking reconsideration of the transfer order in the light of the aforementioned clause, and on the same not being addressed, had approached this Court, which by order dated 24.06.2026, directed that till the representation of the petitioner was not disposed of, the impugned transfer would not be given effect to.



2. The representation dated 11.06.2026, was then disposed of by the respondents vide order dated 30.06.2026, whereby the request of the petitioner for retention at Shillong, was not accepted. Being aggrieved thereby the petitioner preferred the second writ petition namely WP(C) No. 301 of 2026, for setting aside and quashing of the impugned release order dated 24.06.2026, and order dated 30.06.2026.

3. Mr. H.L. Shangreiso, learned Senior counsel assisted by Mr. W. Khongsni, learned counsel for the petitioner has submitted that the rejection of the petitioner's representation for retention of his services in Shillong, is in violation of Clause 11.7 of the Transfer Policy of NEEPCO, inasmuch as, the petitioner is due to retire within 2(two) years. It is further submitted that the order disposing of his representation stating organizational requirement as the reason for transfer is misplaced and arbitrary, as the Corporate Headquarters of NEEPCO is Shillong, where for 29(twenty-nine) long years he has been allowed to serve in, and now at the fag end of his service, being asked to relocate would cause severe prejudice to him and his family. The learned Senior counsel with regard to the transfer policy has contended that the same having been laid down by the Respondent NEEPCO itself, it is incumbent upon them to adhere to the same. In this context, reliance has been placed in the judgment of this Court, in the cases of *Shri. Devapriya Choudhury Vs. The Union of India*



& 4 Ors. and Shri. Subir Sircar Vs. The North Eastern Electric Power Corporation Ltd. & 3 Ors. reported in **2019 SCC OnLine Megh 233**, where he submits it has been held at Para – 20 thereof, that since NEEPCO has laid down norms and policy for transfer, there must be valid and justifiable reasons to deviate from the same. Reliance has also been placed in the cases of **Home Secretary U.T. Chandigarh Vs. Darshjit Singh Grewal (1993) 4 SCC 25** and **B.S. Minhas Vs. Indian Statistical Institute & Ors. (1983) 4 SCC 582**, in furtherance of his submissions on the binding nature of bye-laws and policy guidelines. He therefore submits that the rejection of his representation being without any basis and the transfer order being arbitrary, the same be set aside and the petitioner allowed to serve his remaining 14(fourteen) months of service at the Corporate Headquarters.

4. Mr. V.K. Jindal, learned Senior counsel assisted by Mr. S. Goenka, learned counsel for the respondents in reply, has submitted that the transfer of the petitioner is purely on the basis of operational necessity, as the function relating to Corporate Accounts are centralized and carried out from the Guwahati office, for which the petitioner has been specifically trained to deal with the newly introduced centralized system. He further submits that the transfer order is in public interest and for administrative reasons, and that in the instant case, there is no allegation of any malafide



on the part of the respondents. It is also asserted that Clause 11.7 and 17 of the NEEPCO Transfer Policy are not mandatory statutory rules, but are in the nature of administrative instructions and guidelines which do not confer any enforceable right. He then submits that as per the order of this Court dated 24.06.2026, the representation dated 16.06.2026, has been disposed of by a speaking order, which has regretted the request of the petitioner. In support of his contentions, the learned Senior counsel has cited the case of ***North Eastern Electric Power Corporation Ltd. (NEEPCO) & Ors. Vs. Bidul Goswami*** reported in ***2022 SCC OnLine Megh 592***, wherein he submits, it has been clearly laid down that once the employees' representation against the order of transfer having been considered, the Court should refrain from interfering in the matter. The learned Senior counsel has also relied upon the case of ***S.C. Saxena Vs. Union of India & Ors.*** reported in ***(2006) 9 SCC 583***, to buttress his arguments of the duty of a Government Servant to comply with transfer orders. He then concludes his submissions by praying that the writ petition be not entertained.

5. Having heard the learned counsel for the parties, and in the limited scope of interference with transfer orders, which is an incidence of service, this Court is only to examine as to whether the transfer order suffers from any illegality or arbitrariness, that would warrant any interference. Heavy



reliance has been placed by the petitioner on Paragraph – 11.7 of the Transfer Policy, which is reproduced herein below:

“11.7. Employees due for superannuation within a period of 2(two) years shall be normally be considered for posting at locations of their choice or nearest to their hometown.”

6. In the instant case the fact that the petitioner would be superannuating within a period of 2(two) years is undisputed. As such, by the application of the above quoted clause, due consideration was to be given as to his final place of posting, which however, inspite of the representation had been rejected. A perusal of the impugned rejection order dated 30.06.2026, would however reveal that the request of the petitioner had been duly considered from the angle of medical needs and also the fact that apart from having been based in Shillong for 29(twenty-nine) years, the transfer had been ordered, in view of the organizational requirements of the Corporate Accounts Wing.

7. A further aspect that is noticed is that by Paragraph – 8.1 of the Transfer Policy itself, it is the prerogative of the management that notwithstanding any provisions contained in the policy, the management reserved a right to transfer or retain any employee at any place irrespective of his/her tenure at a particular location in order to meet the organisation requirements. Apart from this, the judgment of the Division Bench of this



Court in the case of *North Eastern Electric Power Corporation Ltd. (NEEPCO) & Ors. Vs. Bidul Goswami (supra)*, which is binding at Para – 15, has held as follows:

“15. Once so much appears to the Court that it was in the usual course that an employee was sought to be transferred by the public employer and the employee's representation against the order of transfer had been considered, the Court should refrain from interfering in the matter. There is no doubt that the writ petitioner in the present case has abused the process to obtain undeserving orders of status quo to stall his transfer and the time of joining his transferred place of posting.”

8. With regard to the nature of the transfer guidelines, this Court in the case of *Shri. Devapriya Choudhury Vs. The Union of India & 4 Ors. (supra)*, has dealt with the same and at Para – 20, and had held as follows:

“20. Admittedly, NEEPCO is a public sector undertaking and has framed the Transfer Policy to regulate the transfer and posting of employees of NEEPCO. The Policy framed by NEEPCO cannot be said to have the status of statutory rules framed under proviso to Article 309. However, once NEEPCO has laid down well thought out norms and policy, there must be valid reasons to deviate therefrom. It is true that these guidelines do not have the force of statutory Rules, and as such they do not confer any right on the employee, but it is also equally true that since NEEPCO has laid down norms and policy for transfer and policy, there must be valid and justifiable reasons for NEEPCO to deviate from the same in any particular case of transfer and posting. The norms and policy which have been framed by NEEPCO have obviously been framed for the purpose that they be followed and



naturally have not been framed for the purpose that they be violated. As such though these guidelines do not confer a right on the employee, but definitely these Guidelines cast an obligation on NEEPCO to follow these norms and policy and justify with valid reasons why the set norms and policy of transfer cannot be followed in the case of a particular employee.”

9. As such therefore, notwithstanding the fact that the Corporate Headquarters of NEEPCO is located in Shillong, and the petitioner in the exigency of service has been seen fit to be retained for 29(twenty-nine) long years at Shillong itself by the respondents, and at the fag end of his service is now sought to be transferred, in view of the foregoing discussions, this Court refrains from interfering with the impugned transfer order, also taking into account that there is no allegation of malafides.

10. It is however provided that in the event the writ petitioner prefers a representation for re-transfer, the same shall be given due consideration.

11. Accordingly, in these circumstances, these writ petitions are closed and disposed of.

Judge

Meghalaya
07.07.2026
“D.Thabah-PS”